

A. G. Contract No. KR902033TRD
ECS File: JPA 90-114
Project No.: HES-982(139)P
TRACS No.: 920 YU YU SH003 01C
Project: Phase II - 13 Locations
Section: Yuma County
Safety Program

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
YUMA COUNTY

THIS AGREEMENT is entered into 21 September, 1990,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the State) and YUMA
COUNTY, acting by and through its BOARD OF SUPERVISORS (Local
Agency).

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. Local Agency is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of Local Agency.

3. Congress has authorized appropriations for, but not
limited to, the construction of streets and primary, feeder and
farm-to-market roads; the replacement of bridges; the
elimination of roadside obstacles; and the application of
pavement markings.

NO.	<u>15175</u>
FILED WITH SECRETARY OF STATE	
Date Filed	<u>9/21/90</u>
	<u>Jim Shumway</u>
	Secretary of State
By	<u>Vincent Greenwell</u>

4. Such project within the boundary of Local Agency has been selected by Local Agency; the field survey of the project has been completed; and the plans; estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.

5. The primary interest of the State in the project is in the acquisition of federal funds for the use and benefit of Local Agency by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. Local Agency, in order to obtain federal funds for the construction of the project, is willing to provide the State with Local Agency funds to match federal funds in the ratio required or as finally fixed and determined by FHWA.

7. The work embraced in this agreement and the estimated cost are as follows: REPLACEMENT OF IRRIGATION CANAL HEADWALLS
13 LOCATIONS

Estimated Cost	\$327,504.00
Federal Funds @ 90.00 %	\$294,754.00
Yuma County Funds	\$ 32,750.00*

* Yuma County's cost for construction administration and project documentation are estimated to be 10% of the total.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the State with the aid and consent of FHWA will authorize the Local Agency to proceed with the work and will enter into a Project Agreement with FHWA covering the work embraced in said construction contract and will request the maximum federal funds available.

b. Should some unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in excess of the amount of Local Agency's deposit unless and until so authorized in writing by the Local Agency.

2. The Local Agency will be reimbursed at the unit cost for each item shown in the Project Agreement (except as may be revised by a supplemental agreement) for the amount of work performed under that item.

3. The Local Agency shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. The Local Agency shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom, prior to the start of construction.

5. The Local Agency shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right-of-way. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use; failing in which the State shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by the Local Agency.

6. Local Agency and Yuma Mesa Irrigation and Drainage District will provide personnel to perform the work and Local Agency will provide personnel to supervise construction. The FHWA will participate in the cost of construction supervision provided by Local Agency at the pro rata established in the Project Agreement for up to 15 percent of the cost of construction. Construction supervision costs not participated in by FHWA shall be borne by the Local Agency. All construction project change orders are to be approved by the State. The Local Agency shall notify the State prior to the commencement of the work and at the completion of the work.

7. Local Agency will complete the project in accordance with approved plans and specifications and the requirements of the relevant State and federal statutes, rules, or regulations. In the event the Local Agency fails to comply with the plans, specifications or any relevant State or federal statutes, rules, or regulations, it shall hold the State harmless from any claims or costs incurred by the State as a result of Local Agency's failure to comply.

8. State employees may perform any inspections of the project or audit any books or records of the Local Agency in order for the State to satisfy itself that the monies on the project have been spent and the project completed in accordance with the plans and specifications, statutes, rules, and regulations of the State and Federal government.

9. Upon completion of construction, the Local Agency shall provide for, at its own cost and as an annual item in its budget, proper maintenance, including, but not limited to, traffic signals, signs, islands, curbs and markings necessary for the purpose of regulating, warning and guiding traffic.

10. The Local Agency shall mark and sign school crossings and railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

11. By such regulation as it may by ordinance provide, the Local Agency shall regulate parking and not permit vehicles to be left on the street in any manner other than at and parallel with the curb and to restrict parking so as to prevent conflicts with moving traffic at intersections and at such other locations as necessary.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. Local Agency assumes full responsibility for the design, plans, and specifications, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of Local Agency and that Local Agency hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, Local Agency, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. The cost of the work covered by this Agreement shall be borne by FHWA and Local Agency, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, Local Agency agrees to furnish and provide State with Local Agency funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
206 S. 17th Avenue - 118E
Phoenix, AZ 85007


Director of Public Works
Yuma County
2703 Avenue B
Yuma, AZ 85364

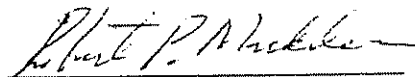
9. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

YUMA COUNTY

STATE OF ARIZONA
Department of Transportation

By 
DANNY L. BRYANT
Title Chairman

By 
ROBERT P. MICKELSON
Deputy State Engineer

2978j
7AUG

RESOLUTION

BE IT RESOLVED on this 7th day of August 1990, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Arizona Yuma County for the purpose of defining responsibilities for constructing the replacement of canal headwalls for safety.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

A handwritten signature in cursive script, reading "Charles L. Miller", written in dark ink.

CHARLES L. MILLER, Director
Arizona Department of
Transportation



Yuma County
Yuma, Arizona

OFFICE OF THE
BOARD OF SUPERVISORS
P O. Box 1112
Yuma, Arizona 85366-9112
Phone 782-4534

BOB McCLENDON
DISTRICT 1

R. PETE WOODARD
DISTRICT 2

DANNY L. BRYANT
DISTRICT 3

ROBERT (BOB) PHILLIPS
DISTRICT 4

PAT CONNER
DISTRICT 5

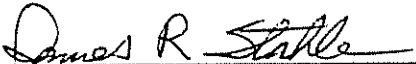
JAMES R. STAHLE
COUNTY ADMINISTRATOR

STATE OF ARIZONA)
)
COUNTY OF YUMA)

I, James R. Stahle, Clerk of the Board of Supervisors do hereby certify that I am required by law to maintain custody of the minutes of the Board of Supervisors and that the following is a true and correct copy of a portion of the minutes of the Board of Supervisors meeting held September 4, 1990.

"Upon motion and unanimous vote the Board of Supervisors authorized the chairman of the Board to enter into an Agreement between the State of Arizona and the County of Yuma covering the construction, maintenance and financing of Project No. HES-982 (139)P, Yuma County Safety Program, Phase II - 13 locations."

In Witness Whereof I have hereunto set my hand and affixed the official seal of the Board of Supervisors. Done at Yuma, the County seat, this 4th day of September, 1990.



James R. Stahle
Clerk of Board of Supervisors



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A.G. Contract No. KR90-2033 TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 17th day of September, 1990.

ROBERT K. CORBIN
Attorney General

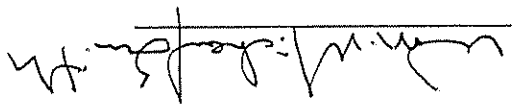
A handwritten signature in black ink, reading "James R. Redpath", is written over the typed name and title of the Chief Counsel.

JAMES R. REDPATH
Chief Counsel
Transportation Division

APPROVAL OF THE YUMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YUMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 23 day of August 1990.


Deputy County Attorney